

CURRENT REPORT

Pursuant to the OTC Markets Group Inc.
Alternative Reporting Standard

COGNOGROUP, INC.

(Ticker Symbol: CGNO)

Company Address: 123 Farmington Avenue, Suite 252
Bristol, CT 06010

Date of Report: March 13, 2026

Date of Earliest Event Reported: March 13, 2026

1. Entry into a Material Definitive Agreement

On March 13, 2026, the Board of Directors of CognoGroup, Inc. (the “Company”) approved, by unanimous written consent, an Executive Employment Agreement (the “Employment Agreement”) between the Company and Miles Jennings, the Company’s Chief Executive Officer and a member of the Board of Directors. The Employment Agreement formalizes the terms of Mr. Jennings’ service as CEO, which commenced on January 1, 2026.

Summary of Material Terms:

- A. **Position:** Chief Executive Officer
- B. **Term:** Three years, auto-renewing
- C. **Base Salary:** \$120,000 per year
- D. **Variable Compensation:** Monthly variable pay tied to cash balance tiers and Adjusted EBITDA profit-sharing, as detailed in the Employment Agreement
- E. **Accrued Compensation:** \$20,000 for pre-effective date services
- F. **Severance:** As detailed in the Employment Agreement

The foregoing description of the Employment Agreement is qualified in its entirety by reference to the full text of the Employment Agreement and Unanimous Written Consent of the Board of Directors, copies of which are attached hereto as Exhibit A and Exhibit B and incorporated herein by reference.

2. Related Party Transaction

Miles Jennings is the Chief Executive Officer, a Director, and a significant equity holder of the Company. The Board of Directors reviewed and approved the Employment Agreement by unanimous written consent. Mr. Jennings disclosed his interest in the transaction and recused himself from the vote. Evan Sohn, as the sole disinterested director, reviewed the Employment Agreement and determined that its terms are fair and reasonable to the Company and in the best interests of the Company and its stockholders.

3. Exhibits

Exhibit No.	Description
A	Executive Employment Agreement between CognoGroup, Inc. and Miles Jennings (dated March 13, 2026)
B	Unanimous Written Consent of the Board of Directors (dated March 13, 2026)

Forward-Looking Statements

This Current Report may contain forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995. These statements involve known and unknown risks, uncertainties and other factors which may cause actual results, performance or achievements to differ materially from those expressed or implied by such forward-looking statements. The Company undertakes no obligation to publicly update any forward-looking statements, whether as a result of new information, future events, or otherwise.

SIGNATURES

Pursuant to the requirements of the OTC Markets Group Inc. Alternative Reporting Standard, the issuer has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

COGNOGROUP, INC.

By: /Miles Jennings/

Name: Miles Jennings

Title: Chief Executive Officer

Date: March 13, 2026

Exhibit A

EXECUTIVE EMPLOYMENT AGREEMENT

CognoGroup, Inc.

Effective as of March 13, 2026

This Executive Employment Agreement (this “Agreement”) is entered into as of the date set forth above (the “Effective Date”) by and between CognoGroup, Inc., a Colorado corporation (the “Company”), and Miles Jennings, an individual (“Executive”). The Company and Executive are sometimes referred to herein individually as a “Party” and collectively as the “Parties.”

WHEREAS, Executive has served as the Company’s Chief Executive Officer on a full-time basis since January 1, 2026 (the “Service Commencement Date”), without receiving any compensation for such service, and the Parties desire to memorialize the terms of Executive’s employment and to provide for the payment of accrued compensation for the period from the Service Commencement Date through the Effective Date;

WHEREAS, the Company desires to employ Executive as its Chief Executive Officer on the terms set forth herein; and

WHEREAS, Executive desires to accept such employment on the terms set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. EMPLOYMENT

1.1 Position and Duties. The Company hereby employs Executive as its Chief Executive Officer (“CEO”). Executive shall have all duties, authority, and responsibilities customarily associated with the position of Chief Executive Officer of a public company, including without limitation full authority over day-to-day management, strategic planning, capital allocation, personnel decisions, and corporate development activities. Executive shall report directly and solely to the Company’s Board of Directors (the “Board”). The Board shall not assign to Executive any duties or responsibilities inconsistent with Executive’s position as CEO without Executive’s prior written consent.

1.2 Board Seat and Ownership Role. The Parties acknowledge that Executive is a significant equity holder in the Company and serves as a member of the Board of Directors. Executive’s employment hereunder is in addition to, and independent of, Executive’s rights, duties, and entitlements as a stockholder and Director. Nothing in this Agreement shall be construed to limit or waive any rights Executive holds as a stockholder or Director. The Company shall take all corporate action necessary to maintain Executive as a member of the Board throughout the Term. Removal of Executive from the Board without Cause (as defined herein) shall constitute a material breach of this Agreement and shall entitle Executive to the Severance Benefits described in Section 6.

1.3 Time and Attention. Executive shall devote such time and attention to the business of the Company as Executive reasonably deems necessary to fulfill Executive’s duties hereunder.

Nothing herein shall prohibit Executive from: (i) serving on the boards of directors of other entities; (ii) serving in advisory, consulting, or similar roles for any other entity; (iii) accepting employment or engagement with any other entity; (iv) managing Executive's personal investments, including active management of portfolio companies; or (v) engaging in charitable, civic, or philanthropic activities. For the avoidance of doubt, Executive shall have sole discretion to determine the allocation of Executive's time among the Company and any outside activities, and no outside activity shall be deemed a breach of this Agreement or grounds for termination for Cause.

2. TERM

This Agreement shall commence on the Effective Date and shall continue for an initial term of three (3) years (the "Initial Term"), unless sooner terminated pursuant to Section 6. Following the Initial Term, this Agreement shall automatically renew for successive one (1)-year periods (each, a "Renewal Term", and together with the Initial Term, the "Term") unless either Party delivers written notice of non-renewal not less than ninety (90) days prior to the expiration of the then-current Term; provided that any non-renewal by the Company not preceded by written notice from Executive shall constitute a termination without Cause, entitling Executive to the Severance Benefits set forth in Section 6.2.

3. COMPENSATION

3.1 Base Salary. During the Term, the Company shall pay Executive a base salary of One Hundred Twenty Thousand Dollars (\$120,000) per year (the "Base Salary"), in accordance with the Company's standard W-2 payroll practices. The Base Salary shall be subject to annual review by the Board and may be increased (but not decreased without Executive's written consent) at the Board's discretion.

3.1(a) Accrued Compensation for Pre-Effective Date Service. The Parties acknowledge that Executive has served as the Company's Chief Executive Officer on a full-time basis since January 1, 2026. As of the Effective Date, Executive has accrued but unpaid Base Salary in the amount of Twenty Thousand Dollars (\$20,000), representing two (2) months of service from January 1, 2026 through February 28, 2026 at the Base Salary rate set forth in Section 3.1 (the "Accrued Amount"). The Company shall pay the Accrued Amount to Executive in accordance with a payment schedule determined by the Board in consultation with Executive, taking into account the Company's available cash flow, provided that such Accrued Amount shall be paid in full no later than December 31, 2026. The Accrued Amount shall be recorded as a liability on the Company's books as of the Effective Date.

3.2 Monthly Variable Compensation

(a) **Purpose and Philosophy.** The Parties acknowledge that the Company is in an early-revenue growth phase and that Executive's total compensation should scale dynamically with the Company's financial capacity to pay. Accordingly, in addition to the Base Salary, Executive shall be eligible to earn monthly variable compensation ("Variable Pay") calculated with reference to the Company's month-end consolidated cash and cash equivalents balance (the "Monthly Cash Balance"), as further described herein. The intent of this structure is to ensure

that: (i) compensation reflects actual business performance; (ii) Executive is rewarded promptly as the business grows; and (iii) the Company retains sufficient liquidity to operate at all times.

(b) **Monthly Cash Balance Tiers.** Executive’s Variable Pay for each calendar month shall be first determined by reference to the Company’s Monthly Cash Balance as of the last business day of such month, in accordance with the following schedule:

Tier	Month-End Cash Balance	Base Salary	Variable Pay	Total Monthly	Annual Run Rate
1	Below \$150,000	\$10,000	\$0	\$10,000	\$120,000
2	\$150,000 – \$399,999	\$10,000	\$5,000	\$15,000	\$180,000
3	\$400,000 – \$749,999	\$10,000	\$8,333	\$18,333	\$220,000
4	\$750,000+	\$10,000	\$15,000	\$25,000	\$300,000

For illustrative purposes, a Monthly Cash Balance of \$750,000 (Tier 4) results in total monthly compensation of \$25,000 (\$300,000 annualized run rate). The highlighted row above reflects the “target” compensation level referenced by the Parties at execution.

(c) **Profit-Sharing Supplement.** In addition to the cash-balance-based Variable Pay described above, Executive shall be entitled to a monthly profit-sharing supplement (the “Profit-Sharing Supplement”) equal to a percentage of the Company’s monthly Adjusted EBITDA for such calendar month, calculated as follows. For purposes of this Agreement, “Adjusted EBITDA” means the Company’s consolidated earnings before interest, taxes, depreciation, and amortization, further adjusted to exclude (i) Executive’s own compensation (Base Salary, Variable Pay, and Profit-Sharing Supplement), (ii) non-cash stock-based compensation expense, and (iii) non-recurring or extraordinary items, in each case as determined in accordance with the Company’s standard accounting practices:

Monthly Adjusted EBITDA	Profit-Sharing Rate	Approx. Monthly Amount	Approx. Annual Amount
Below \$0 / mo	None	N/A	N/A
\$1 – \$9,999 / mo	5% of Adjusted EBITDA	~\$500 / mo	~\$6,000 / yr
\$10,000 – \$24,999 / mo	8% of Adjusted EBITDA	~\$2,000 / mo	~\$24,000 / yr
\$25,000 – \$49,999 / mo	10% of Adjusted EBITDA	~\$5,000 / mo	~\$60,000 / yr

Monthly Adjusted EBITDA	Profit-Sharing Rate	Approx. Monthly Amount	Approx. Annual Amount
\$50,000+ / mo	12% of Adjusted EBITDA	~\$6,000+ / mo	~\$72,000+ / yr

The Profit-Sharing Supplement shall be payable in addition to (and shall not reduce or offset) the cash-balance-based Variable Pay described in Section 3.2(b). The Profit-Sharing Supplement is designed to reward Executive when the Company achieves and sustains profitability, aligning Executive's compensation with the long-term financial health of the business.

(d) **Combined Maximum; No Cap.** There is no maximum cap on Executive's aggregate monthly compensation (Base Salary + Variable Pay + Profit-Sharing Supplement). The Parties intend for Executive's compensation to scale with the Company's profitability and financial health.

(e) **Calculation; Payment.** Variable Pay and Profit-Sharing Supplement for each calendar month shall be calculated within ten (10) business days following the end of such month (the "Variable Pay Calculation Date") based on the Company's unaudited financial records as maintained in the ordinary course. Variable Pay and Profit-Sharing Supplement shall be paid to Executive no later than the fifteenth (15th) day of the following calendar month. Executive shall have the right to review all underlying financial data used in the calculation. Any dispute regarding such calculations shall be resolved by the Company's Chief Financial Officer (or, in the absence of a CFO, by the Company's independent accountant), whose determination shall be final and binding.

(f) **Retroactive True-Up.** If, during any month, the Company temporarily lacks sufficient funds to pay the full Salary, Variable Pay, and/or Profit-Sharing Supplement to which Executive is entitled, any unpaid portion shall accrue and be recorded as a liability of the Company on its books. Such accrued amounts shall be paid to Executive in full, with interest at the rate of three percent (3%) per annum, no later than the earlier of: (i) the date on which the Company's Monthly Cash Balance first exceeds \$400,000 following such deferral; or (ii) the termination of Executive's employment (in which case such amounts shall be paid within five (5) business days). Notwithstanding the foregoing, Executive shall have the right, in Executive's capacity as CEO, to authorize payment of all or any portion of such accrued amounts at any time Executive determines the Company has sufficient liquidity to make such payment without materially impairing the Company's ongoing operations.

(g) **Discretionary Acceleration.** Notwithstanding the tier schedule set forth in Section 3.2(b), the Board may, in its discretion, authorize payment of Variable Pay at a higher tier level at any time, including in advance of the Company reaching the corresponding Monthly Cash Balance threshold, in recognition of Executive's performance, strategic contributions, or other factors deemed relevant by the Board.

(h) **Annual Review and Adjustment.** The Variable Pay tier schedule and Profit-Sharing Supplement rates set forth herein shall be reviewed by the Board (with Executive's participation) no less frequently than annually. Any adjustment to such schedules shall be made by written amendment to this Agreement signed by both Parties; provided that no such adjustment shall

reduce the amounts payable to Executive below the levels set forth herein without Executive's written consent.

3.3 Discretionary Bonus. The Board may, in its sole discretion, award Executive additional cash or equity bonuses at any time and without limitation as to amount or frequency.

3.4 Equity Compensation. Executive shall be eligible to receive grants of equity compensation (including restricted stock, restricted stock units, stock options, or other equity-based awards) as determined by the Board from time to time. All equity awards granted to Executive shall contain, at minimum: (i) full acceleration of vesting upon a Change of Control; (ii) full acceleration of vesting upon termination without Cause or for Good Reason; and (iii) a post-termination exercise period of not less than three (3) years for any options.

4. BENEFITS, PERQUISITES, AND EXPENSES

For purposes of establishing and administering any employee benefit plan, insurance policy, retirement plan, or similar arrangement, the Company may designate Executive as a separate employee classification (the "Executive Class"). The Executive Class may receive benefits, coverage levels, plan features, and contribution or premium structures that differ from those provided to other employees or employee classifications. The Company shall have full discretion to structure the Executive Class to provide enhanced or distinct benefits as appropriate for Executive's role, and no other employee shall be entitled to receive Executive Class benefits solely by reason of participation in a Company benefit plan.

4.1 Employee Benefits. The Parties acknowledge that, as of the Effective Date, the Company does not maintain a group health insurance plan. In the event the Company establishes a group health insurance plan during the Term, Executive shall be entitled to participate in such plan at no cost to Executive, with the Company paying one hundred percent (100%) of premiums for Executive and, at Executive's election, Executive's eligible dependents. Executive shall also be eligible to participate in any other employee benefit plans maintained by the Company for its senior executives, including dental, vision, and retirement plans, as and when such plans are established.

4.2 Vacation and PTO. Executive shall be entitled to three (3) weeks (fifteen (15) business days) of paid vacation per calendar year and ten (10) days of paid sick leave per calendar year. Vacation and sick leave shall accrue ratably on a monthly basis beginning on the Service Commencement Date. All accrued but unused vacation and sick leave shall carry over from year to year without limitation and shall not be subject to any use-it-or-lose-it policy. Upon any termination of Executive's employment for any reason, the Company shall pay Executive for all accrued but unused vacation and sick leave at Executive's then-current Base Salary rate within five (5) business days of the termination date.

4.3 Retirement Plan. The Company shall establish and maintain a tax-qualified retirement plan (such as a 401(k) plan or comparable arrangement) for the benefit of Executive and other eligible employees as soon as administratively practicable, but in no event later than twelve (12) months following the Effective Date. Once established, the Company shall make matching contributions to Executive's account equal to one hundred percent (100%) of Executive's elective deferrals up to four percent (4%) of Executive's Base Salary per plan year. All Company matching contributions shall vest immediately. The Company shall pay all plan administration and setup costs.

4.4 Disability Insurance. The Company shall obtain and maintain, at the Company's sole expense, a long-term disability insurance policy covering Executive, providing benefits consistent with industry standards for senior executives. The Company shall pay one hundred percent (100%) of all premiums for such coverage during the Term.

4.5 Life Insurance. The Company shall obtain and maintain, at the Company's sole expense, a term life insurance policy on Executive's life with a death benefit equal to one (1) times Executive's then-current annual Base Salary (initially One Hundred Twenty Thousand Dollars (\$120,000)), payable to a beneficiary designated by Executive. The Company shall pay one hundred percent (100%) of all premiums for such coverage during the Term.

4.6 Business Expenses. The Company shall reimburse Executive for all reasonable and necessary business expenses incurred in the performance of Executive's duties, including travel (business class on flights exceeding three hours), lodging, meals, client entertainment, professional memberships, subscriptions, and technology expenses, upon presentation of reasonably detailed receipts. There shall be no pre-set cap on reimbursable business expenses.

4.7 Professional Development. The Company shall reimburse Executive for reasonable expenses incurred in connection with professional development, including conferences, educational programs, executive coaching, and advisory services.

4.8 Indemnification; D&O Insurance. The Company shall: (i) indemnify, defend, and hold harmless Executive to the fullest extent permitted by applicable law and the Company's governing documents against any and all claims, liabilities, losses, costs, and expenses arising from Executive's service as an officer, director, or employee of the Company or any subsidiary; (ii) maintain directors' and officers' ("D&O") liability insurance in amounts no less favorable than those provided to any other director or officer of the Company; and (iii) maintain such D&O coverage for not less than six (6) years following the termination of Executive's employment (a "tail policy"). These indemnification obligations shall survive termination of this Agreement.

5. INTELLECTUAL PROPERTY

Executive agrees to assign to the Company all right, title, and interest in and to any inventions, works of authorship, and other intellectual property created by Executive within the scope of Executive's employment during the Term that relate directly to the Company's business ("Company IP"). Company IP shall not include intellectual property created: (i) entirely on Executive's own time without using Company equipment, resources, or confidential information; (ii) that does not relate to the Company's current or demonstrably anticipated business; or (iii) that does not result from work performed for the Company.

6. TERMINATION AND SEVERANCE

6.1 Definitions.

"Cause" means: (i) Executive's conviction of, or plea of guilty or no contest to, a felony involving moral turpitude; (ii) Executive's material fraud, willful dishonesty, or intentional misrepresentation against the Company resulting in demonstrable material harm; or (iii) Executive's willful and continued failure to perform the material duties of CEO following written notice from the Board specifying such failure in reasonable detail and a thirty (30)-day

opportunity to cure. Cause shall not include poor performance, differences of business judgment, or any act taken by Executive in good faith in the reasonable belief that such act was in the best interests of the Company.

“Good Reason” means, without Executive’s written consent: (i) a material diminution in Executive’s authority, duties, or responsibilities as CEO; (ii) removal of Executive from the Board or failure to nominate Executive for re-election; (iii) any reduction in Base Salary or material reduction in other compensation or benefits; (iv) any material breach of this Agreement by the Company; (v) relocation of Executive’s principal place of employment by more than fifty (50) miles; or (vi) consummation of a Change of Control. Executive must provide written notice of the Good Reason condition within ninety (90) days of its occurrence, and the Company shall have thirty (30) days to cure. If not cured, Executive may resign for Good Reason within thirty (30) days following expiration of the cure period.

“Change of Control” means: (i) any person or group acquires beneficial ownership of more than fifty percent (50%) of the combined voting power of the Company’s outstanding securities; (ii) a merger or consolidation in which the Company’s stockholders immediately prior thereto own less than fifty percent (50%) of the surviving entity’s combined voting power; or (iii) a sale or disposition of all or substantially all of the Company’s assets.

6.2 Termination Without Cause or for Good Reason. If Executive’s employment is terminated by the Company without Cause (other than due to death or disability) or by Executive for Good Reason, Executive shall be entitled to the following (“Severance Benefits”), conditioned only upon Executive’s execution of a general release of claims in a form reasonably acceptable to Executive:

- A lump-sum cash payment equal to twelve (12) months of Base Salary, paid within thirty (30) days of the termination date;
- A lump-sum payment equal to six (6) times the average of Executive’s total monthly compensation (Base Salary + Variable Pay + Profit-Sharing Supplement) during the twelve (12) full calendar months preceding termination (or such lesser number of months as Executive shall have been employed), paid within thirty (30) days of the termination date;
- Full payment of all accrued but unpaid Variable Pay and Profit-Sharing Supplement, including any deferred amounts and accrued interest under Section 3.2(f), paid within five (5) business days;
- Continuation of all health and welfare benefits (or full reimbursement of COBRA premiums) for twelve (12) months following the termination date;
- Full and immediate vesting and exercisability of all outstanding equity awards; and
- Continuation of D&O tail coverage for six (6) years following the termination date.

6.3 Change of Control Severance. In the event of a CIC Termination (defined as termination by the Company without Cause or by Executive for Good Reason within twenty-four (24) months following a Change of Control), Executive shall receive, in lieu of and not in addition to the Severance Benefits under Section 6.2:

- A lump-sum cash payment equal to twenty-four (24) months of Base Salary;

- A lump-sum payment equal to twelve (12) times the average of Executive's total monthly compensation (Base Salary + Variable Pay + Profit-Sharing Supplement) during the twelve (12) full calendar months preceding the CIC Termination;
- Full payment of all accrued and deferred compensation, including amounts under Section 3.2(f);
- Continuation of all health and welfare benefits (or COBRA reimbursement) for eighteen (18) months;
- Full and immediate vesting of all outstanding equity awards; and
- D&O tail coverage for six (6) years.

All CIC Severance benefits shall be paid within thirty (30) days of the CIC Termination.

6.4 Termination for Cause or Without Good Reason. If Executive's employment is terminated by the Company for Cause or by Executive without Good Reason, Executive shall be entitled only to: (i) earned but unpaid Base Salary through the termination date; (ii) all accrued and unpaid Variable Pay and Profit-Sharing Supplement, including deferred amounts; (iii) unreimbursed business expenses; and (iv) any vested equity awards, each paid within five (5) business days.

6.5 Death or Disability. Upon Executive's death or permanent disability (inability to perform the essential functions of the role for one hundred eighty (180) consecutive days or two hundred seventy (270) days in any twelve (12)-month period due to physical or mental illness), the Company may terminate this Agreement. Executive (or Executive's estate) shall thereupon receive the lump-sum Base Salary payment and the trailing-twelve-month average compensation payment described in Section 6.2, and full vesting of all outstanding equity awards.

6.6 No Required Resignation from Board. Executive shall not be required to resign from the Board as a condition to receiving any Severance Benefits.

7. CONFIDENTIALITY

Executive acknowledges that in the course of employment, Executive will have access to confidential and proprietary information of the Company and its subsidiaries ("Confidential Information"). Executive agrees not to disclose Confidential Information to any third party or to use Confidential Information for any purpose other than performing Executive's duties hereunder, during and after the Term. This obligation does not apply to information that: (i) is or becomes generally publicly available other than through breach of this Agreement; (ii) was known to Executive prior to employment; (iii) is disclosed by a third party under no obligation of confidentiality; or (iv) is required to be disclosed by applicable law, regulation, or court order, provided Executive gives the Company prompt written notice and cooperates in seeking a protective order.

8. NON-COMPETITION; NON-SOLICITATION

8.1 Non-Competition. For twelve (12) months following any termination by the Company for Cause, Executive shall not, without prior written consent of the Board, directly serve as a founder, chief executive officer, or president of any business that directly competes with the Company's core business in any geographic market where the Company is then actively

operating. This restriction shall not: (i) prohibit Executive from owning any percentage of the equity of any publicly traded or privately held company; (ii) apply during the Term; or (iii) apply following any termination by the Company without Cause, by Executive for Good Reason, or by Executive without Good Reason.

8.2 Non-Solicitation of Employees. During the Term and for twelve (12) months following any termination, Executive shall not directly solicit any then-current employee of the Company to leave the Company. This restriction shall not apply to general, non-targeted solicitations.

8.3 Non-Solicitation of Customers. During the Term and for six (6) months following any termination by the Company for Cause or by Executive without Good Reason, Executive shall not directly solicit any customer that was an active customer of the Company during the twelve (12) months prior to termination for the purpose of diverting such customer's business. This restriction shall not apply following termination by the Company without Cause or by Executive for Good Reason.

9. GENERAL PROVISIONS

9.1 Section 409A. This Agreement is intended to comply with, or be exempt from, Section 409A of the Internal Revenue Code of 1986, as amended, and shall be construed accordingly. Any payments constituting nonqualified deferred compensation shall be paid in a compliant manner. To the extent required, amounts payable to a "specified employee" upon a "separation from service" shall be delayed six (6) months.

9.2 Section 280G. If any payments or benefits provided to Executive would constitute "excess parachute payments" under Section 280G of the Code, Executive shall receive the greater of: (a) the full amount (subject to applicable tax), or (b) the maximum amount payable without triggering the excise tax under Section 4999 of the Code, in each case determined on an after-tax basis. Any reduction shall be structured in a manner most favorable to Executive.

9.3 Governing Law; Dispute Resolution. This Agreement shall be governed by the laws of the State of Colorado, without regard to conflict-of-laws principles. Any dispute arising under or relating to this Agreement shall be resolved by binding arbitration administered by JAMS pursuant to its Employment Arbitration Rules and Procedures, before a single arbitrator, with the venue for such arbitration in Hartford County, Connecticut. The Company shall bear all costs of arbitration. The prevailing party shall be entitled to recover reasonable attorneys' fees and costs.

9.4 Entire Agreement; Amendments. This Agreement constitutes the entire agreement between the Parties with respect to Executive's employment and supersedes all prior agreements and understandings relating thereto. This Agreement may not be amended except by a written instrument signed by both Parties.

9.5 Assignment. This Agreement is personal to Executive and may not be assigned by Executive without prior written consent. The Company may assign this Agreement to any successor entity, provided such successor expressly assumes all of the Company's obligations in writing.

9.6 Severability. If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall continue in full force and effect, and the invalid provision shall be modified to the minimum extent necessary to make it enforceable.

9.7 Counterparts; Electronic Signatures. This Agreement may be executed in counterparts. Electronic or digital signatures shall be deemed original signatures for all purposes.

9.8 Construction. This Agreement shall not be construed against the drafter. Headings are for convenience only. References to “including” mean “including without limitation.”

9.9 Attorneys’ Fees. If any action or arbitration is brought to enforce or interpret this Agreement and Executive is the prevailing party in whole or material part, the Company shall reimburse Executive for all reasonable attorneys’ fees and costs.

Exhibit B

UNANIMOUS WRITTEN CONSENT OF THE BOARD OF DIRECTORS OF COGNOGROUP, INC.

Effective as of March 13, 2026

The undersigned, constituting all of the members of the Board of Directors (the “Board”) of CognoGroup, Inc., a Colorado corporation (the “Company”), hereby adopt the following resolutions by unanimous written consent in lieu of a meeting, pursuant to the Company’s bylaws and applicable law. This consent may be executed in counterparts, each of which shall constitute an original.

RECITALS

WHEREAS, Miles Jennings (“Executive”) has served as the Company’s Chief Executive Officer on a full-time basis since January 1, 2026, without receiving any compensation for such service;

WHEREAS, Executive is a significant equity holder in the Company and a member of the Board;

WHEREAS, the Board has reviewed the terms of the proposed Executive Employment Agreement (the “Employment Agreement”) between the Company and Executive, which immediately precedes this Consent in this combined document (“Exhibit A”);

WHEREAS, Miles Jennings, as an interested party, has disclosed his interest in the Employment Agreement to the Board and has recused himself from the vote on the resolutions set forth herein; and

WHEREAS, Evan Sohn, as the sole disinterested director, has reviewed the Employment Agreement and has determined that its terms are fair and reasonable to the Company and in the best interests of the Company and its stockholders.

RESOLUTIONS

NOW, THEREFORE, BE IT RESOLVED, that the Employment Agreement between the Company and Miles Jennings, in substantially the form set forth in Exhibit A, is hereby approved and adopted;

RESOLVED FURTHER, that the Company’s obligation to pay Executive accrued but unpaid Base Salary in the amount of Twenty Thousand Dollars (\$20,000) for services rendered from January 1, 2026 through February 28, 2026, as set forth in Section 3.1(a) of the Employment Agreement, is hereby acknowledged and approved;

RESOLVED FURTHER, that Evan Sohn, as a duly authorized member of the Board, is hereby authorized to execute the Employment Agreement on behalf of the Company;

RESOLVED FURTHER, that the officers of the Company are hereby authorized and directed to take all such further actions and execute all such further documents and instruments as may be necessary or desirable to carry out the intent and purposes of the foregoing resolutions.